

The complaint

Mrs K has complained about the way her motor insurer, Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim she made on her policy after her car's rear windscreen was damaged.

Admiral is the underwriter of this policy i.e., the insurer. Throughout the claim Mrs K was also dealing with other companies who act as Admiral's agents. As Admiral has accepted it is accountable for the actions of the agents, in my decision, any reference to Admiral includes the actions of the agents.

What happened

In November 2022 Mrs K made a claim on her policy with Admiral after her rear windscreen smashed into pieces when she closed her car door. Due to fears of damage to the car from the rain the car was put in storage by Admiral while waiting for the new windscreen to be fitted.

Unfortunately, the windscreen repairers ordered the wrong windscreen and so another one had to be ordered which caused around four weeks' worth of delays. Mrs K said she was without a car over this time.

Mrs K complained to Admiral about the delays and also because she said that some of the paint on her car came off and that this was caused by the recovery agents instructed by Admiral. She was also unhappy that the recovery agents wouldn't release the car to her but released it to another recovery agent to return to her.

Admiral upheld Mrs K's complaint in part. It rejected the complaint about the damage to the car's paint. It said it passed the complaint to an inhouse engineer who said the damage was caused by wear and tear. The engineer also said that some of the "chips" to the bumper may have been caused by the broken glass. Admiral also rejected the complaint about the recovery agent not releasing the car back to Mrs K directly. It said this was because it had been instructed by another recovery agent (also instructed by Admiral) and so the car had to be released to the company that had made the instruction in order to avoid issues such as unpaid fees etc.

Admiral accepted that there had been a delay regarding the windscreen being ordered and fitted. It said this was because it was only when the vehicle was on site that the repairers realised they had ordered the wrong part. They ordered the correct windscreen immediately thereafter but there were further delays caused due to the manufacturer having a backlog. So the delays weren't caused by its repairers.

Admiral upheld the complaint about Mrs K being without a car for around four weeks and paid her £210 (£10 per day) for the loss of use of her car during that period. It also paid Mrs K a further £25 for failing to respond to her complaint within eight weeks.

Unhappy that Admiral didn't fully uphold her complaint, Mrs K complained to our service. Our investigator who reviewed the complaint initially didn't think the complaint should be upheld and mainly relied on Admiral's engineer's comments regarding the paint damage being down

to wear and tear to do so. Mrs K then provided additional evidence which included a video made by the windscreen fitters and a report provided by a respraying expert. They both believed the damage was caused by the temporary screen that was stuck on to where the rear windscreen would have been and said the adhesive was likely to have caused the paint to come off.

Our investigator issued a further view upholding the complaint and asking Admiral to compensate Mrs K for the damage or to arrange for the damage to be repaired. Our investigator put more weight on the evidence provided by Mrs K as it had been provided by experts who had inspected the car whereas Admiral's engineer hadn't. And she thought the damage was caused by one of Admiral's agents.

Mrs K agreed with our investigator but she also wanted Admiral to pay for a hire car while hers was in for repairs. She'd been told the repairs would take three days.

Admiral asked for quotes and Mrs K provided a quote for £576 for the repairs and an additional £132 claim for hire costs. Our investigator provided these quotes to Admiral with a view to it paying these amounts to Mrs K but Admiral didn't agree. It said it was still relying on its engineer's comments that its agents hadn't caused the damage and that this was down to pre-existing issues with the paint.

Admiral asked for an ombudsman's decision and so the case was passed to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I have decided to uphold it for the same reasons as those provided by our investigator.

When Mrs K complained to us, she said that her main concern was the paint damage. She said her other complaints, which were mainly about delays, were made for the benefit of other customers who may not complain and have their voices heard. I agree with our investigator who told Mrs K that our organisation would only look at her specific complaint rather than consider the wider impact of Admiral's actions on other customers. This would be the role of the regulator- the Financial Conduct Authority.

For the reasons above, in this decision I will focus on Mrs K's complaint about the damage to her car. But for completeness I will say that I think Admiral's offer of £10 per day for the loss of use of Mrs K's vehicle over that four-week delay is fair and reasonable and what I would have also likely awarded. Admiral has accepted that there was a four-week delay and even though it wasn't down to its agents I think it is fair that it has compensated Mrs K for being without a car over that period. In relation to the wrong windscreen being ordered I don't think it is something I would have looked to make a separate award for, as it seems to be a genuine mistake. And in any event the compensation I would have awarded for that would have been for the loss of use of the car; which Admiral already has done. In relation to Mrs K's car not being released directly to her I accept Admiral's reasoning about the recovery agent only releasing it to the company who instructed it. I think that is reasonable.

In relation to the paint damage, we have received statements from engineers and repairers as well as video footage. Two of those experts are in agreement with each other but one isn't.

Admiral's engineer initially said he believed the damage was more likely caused by wear and tear or by the glass shattering. He said it was a general wear and tear and paint adhesion issue and not "damage".

Mrs K provided a video from the company instructed to fit the windscreen where the person inspecting the car said that the car was "crash wrapped" as the wrong windscreen had been ordered and that Mrs K had been made aware of the damage to the roof and side of the car. The windscreen repairer goes on to say that Mrs K will contact the person/company who has done this. The damage is visible in the video. Mrs K provided a supplementary email from the person who inspected the car. He said that the damage was due to the crash wrap and that this is what he also said in the video. He goes on to say that the crash wrap peeled the lacquer on the car.

Mrs K also asked a mechanic who specialises in damage repair and spray painting to inspect the car and provide his comments. He said there was no doubt that the crash wrap caused the lacquer to lift. He added that the particular colour of the car does tend to lose lacquer adhesion over time, but a bit of common sense could have been applied when fitting the crash wrap.

We provided Admiral with a copy of this evidence for its engineer's comments. The engineer stood by his earlier comments and said that he didn't think that there was particularly good adhesion on the crash wrap to remove the paint unless there were pre-existing adhesion issues. So, he said the issue was probably caused by a pre-existing adhesion issue. He also said he had no knowledge of adhesion issues linked to the colour of the car. He concluded by saying that in relation to the comment about applying common sense this would have been the case had there been an indication of a pre-existing issue in which case, steps would have been taken to prevent the situation from getting worse. But that wasn't the case, so its agents attempts to protect the car were reasonable.

I have considered all the expert evidence, and, like our investigator, I have given more weight to the evidence provided by the windscreen repairer and also the respraying expert, both provided by Mrs K. So, I think the cause of the damage was the application of the crash wrap which was done by Admiral's agents. And for that reason, I think Admiral should be responsible for repairing this damage.

The reason why I preferred the evidence above to Admiral's engineer's evidence is twofold. Like our investigator, I think that the two experts who physically inspected the car were in a better position to comment on the cause of the damage. Secondly, I find the evidence of the respraying expert particularly persuasive, as he has the most relevant experience compared to the other two experts.

I have considered Admiral's argument that had there not been pre-existing issues with the paint, the damage would not have occurred. It said if it had been aware of this, it would have taken measures to avoid the damage. I haven't seen enough evidence to convince me that there was pre-existing damage, though I note the respraying expert's comments about the particular colour of the car generally being more susceptible to peeling off. But I think this was a general comment rather than specific to this car. But even if I had, I think this is a case where Admiral has to take the situation or the condition of the car as it finds it. And by that I mean that, in my view, in this particular situation and in these very specific circumstances, it is fair and reasonable that Admiral is responsible for the full extent of the damage even if the particular condition of the car made it more susceptible to this type of damage. Even if it wasn't aware of any pre-existing issues at the time. Ultimately, it was the action of Admiral's agents (that of applying the crash wrap) that caused the damage.

My final decision

For the reasons above, I have decided to uphold this complaint. Admiral Insurance (Gibraltar) Limited must pay Mrs K £576 for repairs which are necessary to her car and £132 for her to hire a car while the repairs are ongoing. Alternatively, it can make arrangements with Mrs K for it to repair the car and provide her with a replacement car while the repairs are being completed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 6 December 2023.

Anastasia Serdari
Ombudsman